

# Nursery Parent Terms and Conditions

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## **Reviewed by:**

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## **Please note:**

This document applies to all nurseries within Little Dukes, part of the Dukes Education Group, including:

- Hove Village Day Nurseries
- Hopes and Dreams Montessori Nurseries
- Miss Daisy's Nursery Schools:
  - Miss Daisy's Nursery Schools Hyde Park Ltd
- The Kindergartens Nursery Schools
- Reflections Nursery and Forest School
- Riverside Nursery Schools:
  - Bright Beginnings (Twickenham) Ltd
  - Twickenham Park Day Nursery Ltd
- Pippa Pop-ins Nursery Schools

Any reference to 'the nursery' applies to the nursery named above to which you are applying for a place for your child.

## **Receipt of deposit and fees:**

The deposit is non-refundable once it is paid whether we have received a signed copy of these terms or not, except when your child leaves the nursery having provided the appropriate notice as set out below.

We reserve the right, at our discretion, to cancel your child's offered place at one of our nurseries if you fail to send us a signed and dated copy of these terms. Please note that in this case, the deposit is non-refundable.

## **Deposit:**

Your offer letter will set out the deposit you need to pay to accept a place for your child. In some cases, you can use the deposit to pay your child's last nursery fee invoice, provided the appropriate notice has been given to withdraw them from the nursery and no further fees remain outstanding. We will refund any remaining deposit balances to you shortly after your child leaves the nursery.

We may refund the deposit if a child is withdrawn at our request or if we are unable to provide the nursery services as set out in this agreement.

We will not refund your deposit if your child does not start at the nursery or if it is cancelled by you before your child starts at the nursery, without the appropriate notice being provided. In the case that fees in lieu become payable for not having provided the correct notice to leave the nursery, or to not start, we will deduct your deposit from any outstanding balance and send you an updated invoice for any amounts left over.

*Please note:* Deposits are not required where your child is accessing fully funded or free entitlement only hours.

### **Fees:**

Our fees cover the normal curriculum, including classes which are included within the curriculum. Any other items may be charged as extras. Our fees are subject to an annual increase. A note of our current fee structure will be provided in the offer letter to you, although it may change by the time your child joins the nursery. If you have any questions about this, please reach out to the Admissions Manager who will be happy to help.

Fees for your child's first month or term (depending on the nursery and payment schedule, which will be advised on the offer letter) are paid in advance of each month/term. We will send you an invoice for upcoming fees and we must receive payment before the date that each term or period of care starts. If payment is not received by the due date, we may refuse your child admission.

This means that fees are payable in advance of any care provided and are not refunded if you postpone or cancel your child's entry to the nursery, or if they are absent by reason of illness or otherwise (either prior to or during the relevant period).

Parents/carers are expected to set up a monthly or termly Direct Debit for ease of payment.

If you accept an offer of a place for your child, pay the required deposit and pay the fees for the upcoming period but then cancel your child's place without notice being provided, the deposit and fees already paid will not be refunded. If you subsequently accept an offer of a place for the same child (or another child) in the future, these fees cannot be used to settle a new offer of a place.

Fees are non-refundable if your child is absent due to sickness whether the fees have been paid in respect of a newly or already registered child.

All fees must be paid in pounds sterling. We do not accept payments in cash.

We will apply a £100 administration charge to your account if your payment is not made by its due date, plus £10 for each day it remains unpaid.

Children may be excluded from the nursery and their registration may be terminated if fees remain unpaid for more than two weeks after the due date. In this case your deposit will not be refunded to you.

No compensation will be paid, or refund given, if the nursery is closed due to any reason beyond the control of the nursery, such as but not limited to power failures or weather conditions.

Fees will not be refunded due to holidays.

### **Cancellation of an offered place:**

Once the offer of a place is made for your child, our nurseries will ensure everything is ready for the time they join us. This preparation involves costs such as but not limited to; staffing, supplies and consumables, as well as the fact that their place then becomes reserved.

We understand that cancelling your child's place is sometimes unavoidable, however the nursery will need to receive the appropriate notice if you no longer wish for your child to join us.

A request to cancel your child's place with us must be received by the Admissions Manager in line with the following notice periods:

- Two full calendar months for all year-round nurseries.
- One full term for term-time only nurseries.

In all cases where you withdraw your child without providing the notice required as set out above, you will forfeit your deposit. Any fees will also become due in lieu – minus this deposit, as set out in the periods above.

*Please note:* Where your child is accessing fully funded or free entitlement only hours, the notice period shall be reduced to four weeks.

### **Deferral of an offered place:**

Once the offer of a place is made for your child, our nurseries will ensure everything is ready for the time they join us. This preparation involves costs such as but not limited to; staffing, supplies and consumables, as well as the fact that their place then becomes reserved.

We understand that deferring your child's place is sometimes unavoidable. At the sole discretion of the nursery and factors such as current occupancy and demand, you can request that your child's place be deferred for up to 2 calendar months for all year-round nurseries and 1 term for term-time only nurseries. Deferral requests are subject to the same notice periods as set out in the section below 'Notice periods for leaving the nursery'.

Deferral of your child's place for longer than 2 calendar months for all year-round nurseries and 1 term for term-time only nurseries will result in their place being cancelled and your deposit being retained. As well as this, any fees will also become due in lieu for time that your child should/would have been attending the nursery in the absence of notice to leave being provided.

### **Notice periods for leaving the nursery:**

You must give us appropriate notice of your intent to leave the nursery or cancel your child's offer. This notice is currently:

- Two full calendar months for all year-round nurseries.
- One full term for term-time only nurseries.

In all cases where you withdraw your child without providing the notice required as set out above, you will forfeit your deposit. Any fees will also become due in lieu – minus this deposit, as set out in the periods above.

*Please note:* Where your child is accessing fully funded or free entitlement only hours, the notice period shall be reduced to four weeks.

As we have many fixed costs (such as rent and staff costs) to account for, the notice periods set out above are necessary for us to meet these overheads.

By signing the nursery terms and conditions, and/or admissions policy, you agree that the fees payable during the notice periods set out above are a fair and genuine pre-estimate of the loss that we are likely to incur for the early withdrawal of your child or your cancellation of an accepted offer.

All notices must be given in writing to the Admissions Manager and Headteacher/Nursery Manager.

The terms of this clause do not apply if we have requested the withdrawal of your child.

#### *Example – Term-time only nurseries:*

If you notify us of your child's withdrawal during the Spring term, you will be liable for all fees which accrue for the remainder of that term and to the end of the Summer term.

If you notify us of your child's withdrawal before the Spring term, you will be liable for all fees which accrue only to the end of the Spring term.

#### *Example – All year-round nurseries:*

If you notify us of your child's withdrawal on the 1<sup>st</sup> of September, fees would be due in full for the full month of September and October.

If you notify us of your child's withdrawal on the 15th of September, fees would be due in full for the period until the 14<sup>th</sup> of November.

In all cases, we reserve the right to deduct from or retain the deposit if any balances remain unpaid to the nursery at the time of your child leaving.

## Drop-in places only:

Some of our nurseries offer drop-in or short-term places to provide flexible emergency childcare. The terms and conditions in this section apply only to those such places.

### Accessing drop-in care:

We will contact you to confirm a place at your chosen nursery after you have gone through the process of making an initial enquiry, visiting nursery if possible, completing the registration form and paying the relevant registration fee. The arrangement we can provide for short-term childcare will be subject to availability and our criteria for admissions (see Admissions Policy).

We will discuss the days and times you wish your child to attend, their anticipated start date and the length of time they will be with us. You will also be provided with information on fees, settling in, and the requirements you will need to meet to secure their place.

Returning this signed terms and conditions form and paying the registration fee will constitute your acceptance of the place we've offered and your acceptance of these terms and conditions.

*To confirm your child's place, we must receive from you:*

- Signed Admissions Policy document and signed Nursery Terms and Conditions.
- In cleared funds, the relevant registration fee for drop-in sessions.
- No deposit is required for a drop in place, however all periods of care shall be invoiced and become due before your child attends the nursery.

These requirements are without prejudice to the terms set out in this policy.

We will try to place your child in your preferred nursery location, however any offer that we make is restricted to a particular setting unless the contrary is expressed in the offer. Your child cannot be transferred from one location to another after an offer is accepted, except at the sole discretion of the nursery Principal.

We will invoice you for each period of care (number of drop-in sessions) before that period begins, which means you will be paying in advance for sessions. This includes your child's first period of care at the nursery.

For ease of payment, we require that you set up a Direct Debit to pay fees consistently in advance.

### Cancellation of a drop-in session:

You must give at least 24 hours' notice to cancel or change a drop-in session. If this notice is not provided, you will be charged for the session and the balance will need to be cleared before any further care will be provided.

We have many fixed overheads (such as staff costs) to account for. The notice period ensures we can meet these overheads.

## Continuation of general Nursery Terms and Conditions...

### Registration fee:

The registration fee is non-refundable once it is paid whether we have received a signed copy of these terms or not.

However, we reserve the right at our sole discretion to cancel your child's offered place at one of our nurseries if you fail to send us a signed and dated copy of these terms. Please note that if that happens, the registration fee is non-refundable.

### Our team:

We take great care to vet our staff, and we always take up references for the safety and welfare of the children, including a Disclosure and Barring Service check before any member of staff starts work at the nursery.

### Parental responsibility:

Parents or you: This means any person who has signed the acceptance form. The parents are responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will only be acceptable to the nursery if a separate agreement between the nursery, the parent(s), and the third party is entered into and the nursery is satisfied as to the identity of the third party and/or the source of the funds.

Parental responsibility: Those who have parental responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

### Your role:

We rely on you to give your support and encouragement to our aims, and to ensure that your child develops and maintains appropriate standards of punctuality, behaviour, discipline, and hygiene.

We expect all parents/carers to adhere to the Little Dukes Nursery Parent, Carer and Visitors Code of Conduct. The Parent, Carer and Visitors Code of Conduct is available to view on our website.

Should a parent/carer/visitor not adhere to the Parent, Carer and Visitors Code of Conduct, the nursery will reserve the right to refuse entry or require the withdrawal of your child/ren.

### Absence:

If your child is not attending nursery for any reason on any given day, you must call or email the nursery to inform us of your child's absence, preferably before the start of their normal nursery day. Fees are not refunded for this day/days.

### Collection:

Before your child joins one of our nurseries, we will ask you to complete their profile on Famly. Here you must add up to date photographs of all the individuals authorised to collect your child. Please ensure this information is submitted at least one week before your child's first day. We will not allow a child to leave the nursery premises unaccompanied, or with a person we do not know to be authorised, or who appears unfit to ensure your child's welfare and safety.

If we have any doubt about your child's safety, we reserve the right to keep your child on the premises until any doubt has been resolved.

### **Illness:**

You must let us know if your child has any known medical condition, health problem or may have been exposed to any infectious or contagious disease or condition (including head lice). You must ensure that your child is fully immunised in accordance with usual medical practice in the United Kingdom and keep all immunisations up to date. It is your responsibility to inform us if your child is not vaccinated in accordance with their age.

For the protection of the other pupils and our members of staff, you must not allow your child to come to the nursery if they are unwell, or for 48 hours after recovering from any contagious illness or condition.

We reserve the right to refuse entry to your child, or to request that you arrange for their immediate collection, if we reasonably believe them to be unwell or recovering from a contagious illness or condition.

Nits and headlice are not an excludable condition, although in exceptional cases you may be asked to keep your child away until the infestation has cleared.

Fees are not refundable in the case of your child's absence, whether as the result of an illness or otherwise.

### **Medication and medical treatment:**

We will not administer any medication without a parent/carer's prior consent in writing, except where immediate First Aid is required. If your child receives regular medication that may need to be administered while they are at the nursery, you must provide it to us in a container with a white label clearly marked with the following information:

- Your child's name.
- The dosage and expiry date of the medicine.
- A copy of the original prescription letter from the prescribing Doctor.
- The prescribing Doctor's name and full telephone number.

Please note this applies to medicines such as children's paracetamol, ibuprofen, and antihistamine

Your child's welfare is always our first and paramount consideration. In agreeing to these terms and conditions, you authorise the nursery to act on your behalf in all respects, and consent to our right to call an ambulance in an emergency and escort your child to the emergency department of the nearest hospital. Any decisions regarding their welfare will then be made by the emergency department at the hospital.

Please be aware that the nursery may make responsible disclosure of confidential information concerning any child that attends our nursery and/or their family to medical professionals, early years professionals, and others where we consider it necessary in the interests of a child's or any other child's welfare, or as required by law. Including (for example only) any other school a child may progress to, regulatory bodies and law enforcement agencies. This would involve us processing personal data about you, your child and/or their family. If this should happen, we consider that our compliance with legal obligations provides us with a lawful basis for processing that data.

### **Disclosure:**

You are obliged to inform us, as soon as you can after you become aware of:

- Any known medical condition, health problem or allergy affecting your child.
- Any learning difficulty affecting your child.
- Any disability, special educational need or any behavioural, emotional, or social difficulty affecting your child.

- Any family circumstances or any court order which may have any impact on how we care for your child or may affect your child's welfare or happiness. Where appropriate, this includes home address and contact details of both parents/carers should they be different or change.

**Your child's property:**

You must ensure that all your child's personal belongings are clearly marked with their name. Please do not bring toys from home into the nursery unless this has been requested for a specific activity.

**Our liability:**

We will take all reasonable precautions to ensure the safety of your child and their property, however accidents can and do happen. We will not be liable for any accidental injury, other loss caused to you or your child or loss or damage to property unless it results from our negligence or other wrongdoing.

**Children with additional needs:**

The team member(s) providing immediate care to your child and other staff are not qualified to make medical or psychological diagnoses, but we will inform you if we have reason to believe that your child has additional needs. We will identify:

- If for any reason we consider that we are unable to provide the right environment for your child.
- If your child is disruptive or needs special support that we cannot provide.
- If the nursery is unable to meet a child's needs by way of support that would be considered a reasonable adjustment and there is no local authority support available in place by way of a SEN Statement or Education Health and Care Plan, then the cost of an enhanced level of support (e.g. for a learning support assistant) will be borne by the parent/carer in cases where the Local Authority criteria is not met.
- If your child is withdrawn at our request for a reason related to certain difficulties described in this clause, then we will refund the deposit. If your child is withdrawn in the first half of a term, then we will refund the fees relating to the second half of the term.

**Request of withdrawal:**

We value the diversity of our nurseries and strive to be a family of fully inclusive and welcoming settings. We will always endeavour to create strong and positive relationships with parents. However, if parents/carers or their child/children do not support the ethos and running of our nursery we reserve the right to refuse entry. We also reserve the right to require a child to be withdrawn from the nursery if we believe that it is not in the parents' or child's best interests to remain with us.

We reserve the right to ask a parent/carer to withdraw their child if the child is considered to be disruptive or displaying inappropriate behaviour.

**Employment of staff:**

If you employ a member of our staff in any capacity, that is a personal matter between you and that member of staff. The nursery will not be concerned with or liable in any way in connection with that arrangement, save that you undertake to inform us in the event that you consider there is any actual or potential conflict of interest as a result of you employing that person. We also reserve the right to take any appropriate action in the event of any such conflict of interest.

You must not directly or indirectly employ or offer to employ any member of our staff to do anything during nursery operational hours while they are employed by us, or during the first twelve months after they leave employment with us.



### **Photographs:**

As part of monitoring and tracking your child's progress and development, we take photos and videos on a nursery iPad during activities and lessons. These are securely uploaded onto Family.

We will only take photographs and recordings of your child for newsletters and/or social media if we have written permission to do so. You can provide this permission through the Family app.

If you give your express consent, we may use photographs or other images of your child in our promotional materials, such as prospectuses, brochures, and newsletters, and on our website.

You can provide your consent, or not, to the taking of photographs and videos on the Family app.

### **Mobile phones, photography, and social media:**

Our nurseries are committed to ensuring the safety and welfare of the children attending each day. Parents or visitors are not allowed to use their phones or cameras inside the nursery. Staff are asked to politely ask any person who is in breach of this policy to put their phone/camera away or exit the building if they want to continue their phone conversation.

An exception to the above is photographs or films taken at events where parents are invited to participate with their children. However, if there are other occasions inside the nursery premises - such as birthdays, please always ask a team member for permission first and ensure the photograph is solely of your child.

It is a strict rule that any photographs or films taken are for personal use only and must not be posted on social networking sites or similar internet/public domains. The purpose of granting permission is to enable parents to take images for their own personal collection and as such any circulation of images will be considered a breach of trust. In this case we may be required to take further action regarding images.

### **Pets:**

Save where permission has been expressly granted by the nursery, no pets are permitted inside the premises. Permission may be granted, for example, for a special occasion such as a show and tell.

### **Data protection:**

The terms on which we collect, hold and process personal data about you, your family and your child are set out in our privacy policy which is available on the nursery website.

### **Complaints:**

If you have any concerns about the quality of care or teaching, or any other matter affecting the welfare or safety of your child at one of our nurseries, please see our Complaints Policy on the nursery website. In the first instance, we would always urge you to speak directly to your setting's Headteacher.

### **Confidentiality and the press:**

These terms and conditions shall be kept confidential between us. You agree that you shall not make disclosures about the running of the nursery or our relationship with you on social media/other online outlets, or otherwise to the press without our prior permission. This statement is subject always to your legal rights, to any rule of law, and to any need to disclose to a Court or regulatory body.

### **Policies and procedures:**

These are available for you to read on the parent Family app, at the nursery, and on the nursery website.



### Force majeure:

Little Dukes Nurseries or Dukes Education Group shall not be in breach of this agreement nor liable for failure or delay in the provision of the services set out in this agreement if such delay or failure results from events, circumstances or causes beyond our reasonable control (such events, circumstances or causes shall include but shall not be limited to any premises becoming unsuitable for use as nursery or unavailable due to the expiry of a lease).

### Interpretation and jurisdiction:

Headings in these terms are for convenience only and do not form part of the contract. Examples are given for illustration only and are not intended to be exhaustive or to limit the effect of the preceding words.

This contract is governed by English law and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

**Acceptance of your child's place at one of our nurseries constitutes acceptance of the admissions policy and the nursery terms and conditions, as well as the intention to pay the relevant deposit.**

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### I/WE HAVE READ AND AGREE TO THESE TERMS AND CONDITIONS:

These terms and conditions must be signed by both parents or guardians of your child, except where your child has one parent or guardian.

Child's Name:

\_\_\_\_\_

Child's Date of Birth: \_\_\_\_\_

Nursery Name:

\_\_\_\_\_

Start Date at Nursery: \_\_\_\_\_

Parent or Guardian 1 Print Name:

\_\_\_\_\_

Parent or Guardian 1 Signature:

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Date: \_\_\_\_\_

Parent or Guardian 2 Print Name:

\_\_\_\_\_

Parent or Guardian 2 Signature:

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Date: \_\_\_\_\_